

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

Abraham J. Wyner

Judge: Judge Marc L. Barreca  
Hearing Location: Room 7106  
700 Stewart St  
Seattle WA 98101  
Hearing Date: August 30, 2013  
Hearing Time: 9:30 a.m.

FILED  
Western District of Washington  
at Seattle

AUG 26 2013

U.S. Bankruptcy Court

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON


IN RE  
ADAM R. GROSSMAN

CHAPTER 7  
CASE NO. 10-19817-MLB  
OBJECTION TO TRUSTEE'S MOTION TO  
INVALIDATE AJW CLAIM AND  
COUNTER CLAIM TO CAP  
BANKRUPTCY EXPENSES

1. My name is Abraham Wyner. I am a professor of statistics at the Wharton School of Business. I have known the debtor, Adam Grossman for many years.
2. In May of 2010, I loaned Mr. Grossman \$10,000. The loan terms were set forth in a contract signed electronically.
3. The trustee has moved to invalidate my claim citing, "there is no authentication of the promissory note upon which the claim is based either in terms of when the note was

OBJECTION TO TRUSTEE'S MOTION  
TO INVALIDATE AJW CLAIM AND COUNTER  
CLAIM TO CAP BANKRUPTCY EXPENSE

Abraham Wyner  
1309 Sussex Rd  
Wynnewood PA, 19096



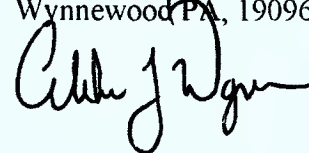
1 executed and/or that Claimant has possession of the original thereof." [10-19817-MLB,  
2 #510, p2]

3  
4 4. The promissory note was properly executed electronically. In addition to the properly  
5 executed promissory note, I also provided electronic evidence of the bank transfer. The  
6 Electronic Signatures in Global and National Commerce Act (ESIGN, Pub.L 106-229,  
7 114 Stat. 464) is federal law passed by the U.S. Congress to facilitate the use of  
8 electronic records and signatures by ensuring the validity and legal effect of contracts  
9 entered into electronically. The general intent of the ESIGN Act is spelled out in the very  
10 first section(101.a), that a contract or signature "may not be denied legal effect, validity,  
11 or enforceability solely because it is in electronic form." This current docket contains  
12 many examples of documents that have been signed electronically or reproduced  
13 electronically including the Trustee's own attorney whose filings are shown to contain  
14 notation near the signature indicating that a document was signed "as authorized by  
15 email" by another person which is not even an allegation in this objection. Wells Fargo  
16 Bank and PNC Bank, two creditors who have made claims in this case, use electronic  
17 document storage and retrieval systems for their record keeping. Based on the argument  
18 set forth above, the Trustee's position does not have sufficient merit and the motion  
19 should be denied.

20 5. The Trustee has also moved to invalidate my claim because of its alleged tardiness. My  
21 loan was secured by a lien placed on real property held by the Metro Way Family Trust.  
22 I did not file a claim on or before the claims bar date of February 14, 2012, because my  
23 security interest was not part of the bankruptcy estate on February 14, 2012. My security  
24 interest was voided on March 21, 2012 [Docket #64, in 11-01954] but I do not  
25 understand how this could occur because the property at 773 Metro Way was not part of  
26 the bankruptcy estate on March 21, 2012. Metro Way Family Trust was not even named

OBJECTION TO TRUSTEE'S MOTION  
TO INVALIDATE AJW CLAIM AND COUNTER  
CLAIM TO CAP BANKRUPTCY EXPENSE

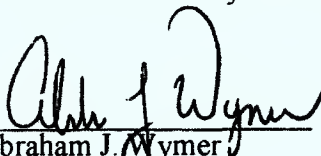
Abraham Wyner  
1309 Sussex Rd  
Wynnewood PA, 19096



1 as a defendant until March 8, 2012, which was after the claims bar date. I have never  
2 understood what due process was in place protecting my rights because the Chapter 7  
3 Trustee apparently served process to "773 Metro Way" in ZIP Code "96008" (Docket  
4 #73) which is not the ZIP Code in which the subject property is located and it appeared  
5 that the Chapter 7 Trustee was suing and serving an empty house which, needless to say,  
6 would have a difficult time arguing for my case in Seattle, WA. After I learned that my  
7 security interest was voided, I filed a claim. This was after the claims bar date, but in  
8 order for me to have due process it must at least be possible for me to comply with the  
9 timelines. In the interest of justice I therefore respectfully request that the claims bar date  
10 be waived, since in this case, there was not a single day my lien was in the estate that was  
11 not after the claims bar date. In the interest of justice and the lack of due process notice,  
12 the Trustee's position does not have merit and the motion should be denied.

- 13 6. Based on the actions of which I have received notice, it seems that the Trustee does not  
14 want to pay me ( and probably or any of the other small creditors) anything. The Trustee  
15 and his attorney and his staff have consumed an enormous amount of the value in the  
16 estate through expenses. I am a small creditor. Instead of paying 100% to the Trustee and  
17 his attorneys, I urge the court from a sense of fairness to set a maximum cap on the  
18 professional fees for the administration of a case so that, e.g., no more than 90% of the  
19 assets in the estate are spent on the paid professionals. At least 20% should be set aside  
20 for the small creditors to receive some compensation  
21

22 DATED this 23<sup>rd</sup> day of August, 2013.

23   
24 Abraham J. Wymer  
25

26 **OBJECTION TO TRUSTEE'S MOTION  
TO INVALIDATE AJW CLAIM AND COUNTER  
CLAIM TO CAP BANKRUPTCY EXPENSE**

Abraham Wyner  
1309 Sussex Rd  
Wynnewood PA, 19096